

AGENDA ITEM SUMMARY

DIVISION: COMMUNITY SERVICES

DEPARTMENT: IN-HOME SERVICES

AGENDA ITEM WORDING: Approval of Contract # KG058- Community Care for Disabled Adults (CCDA) Contract between the State of Florida, Department of Children & Families and the Monroe County Board of County Commissioners/Monroe County In-Home Services. This contract is for Fiscal Year July 1, 2006 through June 30, 2007.

ITEM BACKGROUND: The approval of this contract will enable Monroe County In-Home Services to continue providing services to Monroe County's disabled adult's ages 18 to 59 under the Community Care for Disabled Adults (CCDA) program.

PREVIOUS RELEVANT BOCC ACTION: Prior approval granted to the previous years Community Care for Disabled Adults (CCDA) Contract #KG052 on June 15, 2005.

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATION: Approval

TOTAL COST: \$81,733.00

COST TO COUNTY: \$9,081.44 (Required Match)

\$19,970.71(Additional Match)

Total Match \$ 29,052.15

BUDGETED: YES X NO

SOURCE OF FUNDS: Ad Valorem
Taxes

REVENUE PRODUCING: YES___ NO X AMT.PER MONTH _____ YEAR _____

APPROVED BY: COUNTY ATTY. X OMB/Purchasing X RISK MANAGEMENT X

DIVISION DIRECTOR APPROVAL:

SHEILA BARKER

DOCUMENTATION: INCLUDED X TO FOLLOW NOT REQUIRED

DISPOSITION: _____ **AGENDA ITEM#:** _____

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: State of Florida/Department of
Children & Families

Contract: #KG058

Effective Date: July 1, 2006

Expiration Date: June 30, 2007

Contract Purpose/Description: Approval of Contract #KG058 - Community Care for Disabled Adults (CCDA)
Contract between the Department of Children & Families and the Monroe County Board of County
Commissioners (Monroe County In-Home Services Program) for Fiscal Year July 1, 2006 through June 30, 2007.

Contract Manager:

Deloris Simpson
(Name)

4589
(Ext.)

Social Services/Stop 1
(Department/Stop #)

For BOCC meeting on 6/21/2006

Agenda Deadline: 6/6/2006

CONTRACT COSTS

Total Dollar Value of Contract: \$110,785.15

Current Year Portion: \$ _____

Budgeted? Yes ☒ No

Account Codes:

Grant: \$ 81,733.00 (Fiscal Year)

County Match: \$ 9,081.44 (Fiscal Year) (Required)

\$19,970.71 (Additional)

\$29,052.15 (Total Match)

Estimated Ongoing Costs: \$ _____/yr
(Not included in dollar value above)

ADDITIONAL COSTS

For: _____
(eg. Maintenance, utilities, janitorial, salaries, etc)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director		Yes <input type="radio"/> No <input checked="" type="radio"/>	<i>Shirley A. Barker</i>	6-5-06
Risk Management	6-5-06	Yes <input type="radio"/> No <input checked="" type="radio"/>	<i>M. S. [Signature]</i>	6-5-06
O.M.B./Purchasing	6/5/06	Yes <input type="radio"/> No <input checked="" type="radio"/>	<i>J. [Signature]</i>	6-5-06
County Attorney	6/1/06	Yes <input type="radio"/> No <input checked="" type="radio"/>	<i>Deborah [Signature]</i>	6-2-06

Comments: _____

04/01/2006

CFDA No. _____

Client ☒ Non-Client ☐
Multi-District ☐

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department," and Monroe County (Monroe County In Home Services), hereinafter referred to as the "Provider."

I. THE PROVIDER AGREES:

A. Contract Document

To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document.

B. Requirements of Section 287.058 F.S.

To provide units of deliverables, including reports, findings, and drafts, as specified in this contract, which must be received and accepted by the contract manager in writing prior to payment. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit. Where itemized payment for travel expenses are permitted in this contract, to submit bills for any travel expenses in accordance with section 112.061, F.S. or at such lower rates as may be provided in this contract. To allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011 (11), F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

C. Governing Law

1. State of Florida Law

That this contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of laws.

2. Federal Law

a. That if this contract contains federal funds the Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations.

b. That if this contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738 as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.

c. That no federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.

d. That unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a). Such violation shall be cause for unilateral cancellation of this contract by the Department.

e. That if this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

f. That if this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

D. Audits, Inspections, Investigations, Records and Retention

1. To establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.

3. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Subsection I, Paragraph D.2.

4. To assure that these records shall be subject at all reasonable times to inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, Section 92.36(i) (10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

6. To provide a financial and compliance audit to the Department as specified in this contract and in **Attachment II** and to ensure that all related party transactions are disclosed to the auditor.

7. To comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the office of The Inspector General (Section 20.055, Florida Statutes).

E. Monitoring by the Department

To permit persons duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings and request for development, by the Provider of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan.

F. Indemnification

NOTE: Except to the extent permitted by s. 768.28, F.S., or other applicable Florida Law, Paragraph I.F. 1. and 2. are not applicable to contracts executed between state agencies or subdivisions, as defined in subsection 768.28(2), F.S.

1. To be liable for and indemnify, defend, and hold the Department and all of its officers, agents, and employees harmless from all claims, suits, judgments, or damages, including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the Provider, its agents, employees and subcontractors during the performance or operation of this contract or any subsequent modifications thereof.

2. That its inability to evaluate its liability or its evaluation of liability shall not excuse the Provider's duty to defend and to indemnify within seven (7) days after notice by the Department by certified mail. After the highest appeal taken is exhausted, only an adjudication or judgment specifically finding the Provider not liable shall excuse performance of this provision. The Provider shall pay all costs and fees including attorneys' fees related to these obligations and their enforcement by the Department. The Department's failure to notify the Provider of a claim shall not release the Provider from these duties. The Provider shall not be liable for the sole negligent acts of the Department.

G. Insurance

To provide continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) of it. By execution of this contract, unless it is a state agency or subdivision as defined by subsection 768.28(2), F.S., the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

H. Confidentiality of Client Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations (except with the written consent of a person legally authorized to give that consent or when authorized by law).

I. Assignments and Subcontracts

1. To neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the Department which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void.

2. To be responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason. The Provider, at its expense, will defend the Department against such claims.

3. To make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and

subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4. That the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the successors in interest of either the Provider or the Department.

J. Return of Funds

To return to the Department any overpayments due to unearned funds or funds disallowed pursuant to the terms and conditions of this contract that were disbursed to the Provider by the Department. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery.

K. Client Risk Prevention and Incident Reporting

1. That if services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6 or district operating procedures.

2. To immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

L. Purchasing

1. To purchase articles which are the subject of or are required to carry out this contract from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. **This clause is not applicable to subcontractors unless otherwise required by law.** An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (850) 487-3774.

2. To procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, and 287.045, F.S.

M. Civil Rights Requirements

1. Not to discriminate against any employee in the performance of this contract or against any applicant for employment because of age, race, religion, color, disability, national origin, marital status or sex in accordance with CFOP 60-16. The Provider further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits to clients or employees in connection with any of its programs and activities are not discriminating against those clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. This is binding upon the Provider employing fifteen (15) or more individuals.

2. To complete the Civil Rights Compliance Questionnaire, CF Forms 946 A and B, in accordance with CFOP 60-16. This is binding upon Providers that have fifteen (15) or more employees.

3. Subcontractors who are on the discriminatory vendor list, may not transact business with any public entity, in accordance with the provisions of section 287.134 F.S.

N. Independent Capacity of the Contractor

1. To act in the capacity of an independent contractor and not as an officer, employee of the State of Florida, except where the Provider is a state agency. Neither the Provider nor its agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the Department unless specifically authorized in writing to do so.

2. This contract does not create any right to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.

3. To take such actions as may be necessary to ensure that each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

4. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract.

5. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.

O. Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families." If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in the same size letters or type as the name of the organization.

P. Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

Q. Final Invoice

To submit the final invoice for payment to the Department no more than 45 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto have been approved by the Department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime

Pursuant to section 287.133, F.S., the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the Department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or the repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

T. Gratuities

The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

U. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith, the Provider shall refer the discovery or invention to the Department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the Provider shall notify the Department of State. Any and all copyrights accruing under or in connection with performance under this contract are hereby reserved to the State of Florida.

3. The Provider, if not a state agency, as that term is defined in subsection 768.28, F.S., shall indemnify and save the Department and its employees harmless from any liability whatsoever, including costs and expenses, arising out of any copyrighted, patented, or unpatented invention, process, or article manufactured or used by the Provider in the performance of this contract.

4. The Department will provide prompt written notification of any claim of copyright or patent infringement. Further, if such claim is made or is pending, the Provider may, at its option and expense, procure for the Department, the right to continue use of, replace, or modify the article to render it non-infringing. If the Provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.

5. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

V. Construction or Renovation of Facilities Using State Funds

That any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this

purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

W. Information Security Obligations

1. To identify an appropriately skilled individual to function as its Data Security Officer who shall act as the liaison to the Department's Security Staff and who will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request system or information access and ensuring that user access has been removed from all terminated Provider employees.
2. To hold the Department harmless from any loss or damage incurred by the Department as a result of information technology used, provided or accessed by the Provider.
3. To provide the latest Departmental Security Awareness Training to its' staff and subcontractors.
4. To ensure that all Provider employees who have access to Departmental information are provided a copy of CFOP 50-6 and that they sign the DCF Security Agreement form (CF 114), a copy of which may be obtained from the contract manager.

X. Accreditation

That the Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

Y. Agency for Workforce Innovation and Workforce Florida

That it understands that the Department, the Agency for Workforce Innovation, and Workforce Florida, Inc. have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Agency for Workforce Innovation and Workforce Florida.

Z. Health Insurance Portability and Accountability Act

Where applicable, to comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

AA. Emergency Preparedness

If the tasks to be performed pursuant to this contract include the physical care and control of clients, the Provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for pre-disaster records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

BB. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference. In the event of any conflict between the PUR 1000 Form, and any terms or conditions of this contract (including the Department's Standard Contract), the terms or conditions of this contract shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form is required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the terms and conditions of this contract in an amount not to exceed N/A or the rate schedule, subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.

B. Contract Payment

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care Providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Comptroller pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care Providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment.

C. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in subsection 215.422, F.S., which include disseminating information relative to the prompt payment of this state and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

D. Notice

Any notice, that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this contract.

III. THE PROVIDER AND DEPARTMENT MUTUALLY AGREE:

A. Effective and Ending Dates

This contract shall begin on July 1, 2006, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, local time in Monroe County, Florida, on June 30, 2007.

B. Financial Penalties for Failures to Comply with Requirement for Corrective Action.

1. In accordance with the provisions of Section 402.73(7), Florida Statutes, and Section 65-29.001, Florida Administrative Code, corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

3. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

4. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

C. Termination

1. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the contract manager or the representative of the Provider responsible for administration of the program.

2. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.

3. This contract may be terminated for the Provider's non-performance upon no less than twenty-four (24) hours notice in writing to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

4. Failure to have performed any contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause.

D. Renegotiations or Modifications

Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

04/01/2006

E. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

1. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Monroe County (Monroe County In Home Services)
1100 Simonton Street
Key West, FL 33040

3. The name, address, and telephone number of the contract manager for the Department for this contract is:

Theresa Phelan
1111 12th Street
Key West, FL 33040
305-292-6810

2. The name of the contact person and street address where financial and administrative records are maintained is:

Deloris Simpson, Senior Administrator
Monroe County In Home Services
1100 Simonton Street
Key West, FL 33040
305-292-4589

4. The name, address, and telephone number of the representative of the Provider responsible for administration of the program under this contract is:

Deloris Simpson
Monroe County In Home Services
1100 Simonton Street
Key West, FL 33040
305-292-4589

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

F. All Terms and Conditions Included

This contract and its attachments, I, II and exhibits A, B, C, D and E to Attachment I, and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Paragraph III.F. above.

IN WITNESS THEREOF, the parties hereto have caused this 36 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Monroe County

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

PRINT
NAME: _____
SIGNED
BY: _____
NAME: Charles McCoy
TITLE: Mayor
DATE: _____

PRINT
NAME: _____
SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____

STATE AGENCY 29 DIGIT FLAIR CODE: _____
Federal EID # (or SSN): 59-0600749

Provider Fiscal Year Ending Date: 09/30.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

5/22/06
Assistant District Legal Counsel

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Susan M. Grimsley 6-2-06
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

ATTACHMENT I**A. Services to be Provided****1. Definition of Terms****a. Contract Terms**

(Refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which is incorporated by reference herein)

b. Program or Service Specific Terms

- (1) Activities of Daily Living** - Basic activities performed in the course of daily living, such as dressing, bathing, grooming, eating, using a commode or urinal, and ambulating around one's own home.
- (2) Case Management Providers** – Private, for-profit, nonprofit or local government agencies designated to provide coordination of care for eligible clients. This includes ongoing assessment of client needs and eligibility, ongoing development of care plans, and the arrangement for appropriate services to meet those needs. Case management providers integrate all available services through department-approved direct service providers into a sole program of service delivery uniquely patterned to meet the client's varying service needs. Case management providers may choose to deliver only case management services or choose to be dually responsible as both a direct service provider and a case management provider.
- (3) Client** - Any person who is eligible and is at least eighteen (18) years through age fifty-nine (59), has one (1) or more permanent physical or mental limitations that restrict the client's ability to perform normal activities of daily living, and impede the client's capacity to live independently or with relatives or friends without the provision of community-based services.
- (4) Direct Service Providers** – Private, for-profit, nonprofit or local government agencies that are registered or licensed to provide direct service support to eligible clients. Direct services range from the provision of health services delivered by physicians, nurses, physiotherapists, occupational therapists, speech therapists, and dietitians, to services delivered by workers such as homemakers, chore and transportation worker and personal care aides. The direct service provider may choose to deliver only direct services or choose to be dually responsible as both a case management provider and a direct service provider.
- (5) Medicaid Institutional Care Program (MICP)** - A program that serves Medicaid recipients who are determined eligible for a nursing home level of care, which provides primary, acute, and long-term care services at capitated federally-matched rates.
- (6) Nursing home** - Any facility which provides nursing services as defined in Chapter 464, Florida Statutes., and which is licensed in accordance with Chapter 400, Florida Statutes.

(7) Outcomes – Means the result, impact, or benefit of a program's activities on the clients, customers, or users of the services.

(8) Outputs – Means the actual service or product delivered.

(9) Performance Measures - Quantitative indicators used to assess whether the activities the provider is performing are achieving the desired results.

2. General Description

a. General Statement

(1) The Community Care for Disabled Adults (CCDA) Program is designed to assist disabled adults, age eighteen (18) through fifty-nine (59), in utilizing available community and personal resources enabling them to remain in their own homes, and preventing their premature or inappropriate institutionalization.

(2) Service providers will ensure that appropriate community-based services are provided to clients in a manner designed to meet the client's changing needs, to assist the client in avoiding or reducing unnecessary dependence on the delivered services, and to increase the client's self-reliance.

b. Authority

Sections 410.601-410.606, Florida Statutes (F.S.), Chapter 65C-2, Florida Administrative Code, and the annual appropriations act, with any proviso language or instructions to the department, constitute the legal basis for services to be delivered through the CCDA program.

c. Scope of Service

Services will be targeted toward eligible adults in Monroe County.

d. Major Program Goal

Community-based services provided under this contract are designed to prevent inappropriate institutionalization of disabled adults.

3. Clients to be Served

a. General Description

Adults with disabilities, age eighteen (18) through fifty-nine (59), who are no longer eligible to receive children's services, and are too young to qualify for community and home-based services for the elderly, if authorized by the Adult Services Program Office, may be served under the provisions of this contract.

b. Client Eligibility

(1) Applicants must have one or more permanent physical or mental limitations, that restrict the ability to perform normal activities of daily living, as determined through the initial functional assessment and medical documentation of disability. Determination of a permanent disability must be established and evidenced in one of the following ways:

(a) An applicant may present a check, awards letter, or other proof showing receipt of Social Security Disability Income, or some other disability payment (e.g., Worker's Compensation); **or**

(b) An applicant may present a written statement from a licensed physician, licensed nurse practitioner, or mental health professional, which meets the district's criteria for evidence of a disability. This written statement must, at a minimum, include the applicant's diagnosis, prognosis, a broad explanation of level of functioning, and the interpretation of need for services based on identified functional barriers caused by the applicant's disabling condition.

(2) Applicants must have an individual income at or below the prevailing MICP eligibility standard in order to receive free CCDA services.

(3) Applicants with incomes above the standard will be assessed a fee for a share of the costs, or may be required to provide volunteer services in lieu of payment.

c. Client Determination

(1) Clients will be assessed for eligibility determination, and prioritized for services by district Department of Children and Families staff, in accordance with subsection 410.604 (2), Florida Statutes.

(2) The Adult Services Program Office will make the final determination of service authorization.

d. Contract Limits

(1) The total annual cost estimated or actual, for an individual receiving CCDA services, shall not exceed the average, annual general revenue portion of a Medicaid nursing home bed within the district area.

(2) Clients must not be receiving comparable services from any other state entity. In order to prevent duplication of services, client files must contain documentation verifying that all comparable community services and funding sources have been explored and exhausted.

(3) The provider shall deliver services only to those persons who have completed the Adult Services Screening for Consideration for new Community Based Services, **Exhibit A**, have been scored by that instrument, and were referred to the provider by the District/Region Program Office, and only to the extent that funds are available.

B. Manner of Service Provision**1. Service Tasks****a. Task List**

(1) The following tasks will be performed under this contract (**check all that apply** ☒).

- | | | |
|---|---|---|
| <input type="checkbox"/> Adult Day Care | X Case Management | <input type="checkbox"/> Emergency Alert Response |
| X Personal Care | <input type="checkbox"/> Home Health Aide | <input type="checkbox"/> Group Activity Therapy |
| X Homemaker | <input type="checkbox"/> Home Nursing | X Home Delivered Meals |
| <input type="checkbox"/> Interpreter | <input type="checkbox"/> Transportation | <input type="checkbox"/> Medical Therapeutic Services |
| <input type="checkbox"/> Chore | <input type="checkbox"/> Respite | <input type="checkbox"/> Physical and Exams |
| <input type="checkbox"/> Escort | <input type="checkbox"/> Adult Day Care | |

(2) Details of the service tasks to be provided under this contract and the negotiated parameters of those services are listed in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, herein incorporated by reference.

(3) Each district CCDA program shall include case management services and at least one other community service.

b. Task Limits

The following task limits apply to the services specified in B.1.a. above.

(1) Respite Care services may be provided for up to two hundred forty (240) hours per client per calendar year, depending upon individual need. The service may be extended to three hundred sixty (360) hours, as recommended by the case manager and approved by Adult Services Program Office. Documentation of approval must be evident in the case narrative section of the case manager's file.

(2) Personal Care services will not substitute for the care usually provided by a registered nurse, licensed practical nurse, therapist, or home health aide. The personal care aide will not change sterile dressings, irrigate body cavities, administer medications, or perform other activities prohibited by Chapter 59A-8, Florida Administrative Code.

(3) Homemaker service time does not include time spent in transit to and from the client's place of residence except when providing shopping assistance, performing errands or other tasks on behalf of a client.

(4) Several restrictions apply to persons providing Homemaker service activities. Persons providing services **must not**:

(a) engage in work that is not specified in the Homemaker assignment;

(b) accept gifts from clients;

(c) lend or borrow money or articles from clients;

(d) handle client money, unless authorized in writing by a supervisor or case manager (documented in the personnel file) and unless bonded or insured by the employer;

(e) transport clients, unless authorized in writing by a supervisor or case manager.

(5) The parameters of service delivery, by type of service, are detailed in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

(6) District task limits, which exceed those in CFOP 140-8, Community Care for Disabled Adults Operating Procedures, and are distinctive to this contract, are listed here: N/A.

2. Staffing Requirements

a. Staffing Levels

(1) The provider will meet the minimum staffing requirements for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

(2) The provider will notify the department, in writing, within thirty calendar (30) days whenever the provider is unable, or expects to be unable to provide the required quality or quantity of service due to staff turnovers or shortages.

b. Professional Qualifications

The provider will ensure that staff meets the professional qualifications for each service, as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

c. Staffing Changes

The provider agrees to notify the department's contract manager within two (2) working days if a key administrative position (e.g., executive director) becomes vacant. Planned staffing changes that may affect the delivery of services to be provided under this contract, must be presented in writing to the contract manager for approval at least ten (10) working days prior to the implementation of the change.

d. Subcontractors

This contract does not allow the provider to subcontract for the provision of any services under this contract.

3. Service Location and Equipment**a. Service Delivery Location and Times**

(1) CCDA services may be delivered in the client's home or on-site at a facility, as negotiated by the department and the provider.

(2) Facilities delivering on-site services to clients shall pass an annual inspection by the local environmental health and fire authorities.

(3) Service providers will meet the minimum service location and time requirements as specified in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

(4) Services for this contract will be delivered at the following locations and times:

SERVICE	LOCATION	TIME(S)
Case Management	Client's Home	As needed
Homemaking	Client's Home	As needed
Personal Care	Client's Home	As needed
Home Delivered Meals	Client's Home	As needed

b. Changes in Location

The provider must notify the department of changes in the location of service delivery. Once the service delivery location is agreed upon, any proposed change must be presented in writing to the contract manager for approval, fifteen (15) working days prior to implementation of that proposed change. In the event of an emergency, temporary changes in location may necessitate waiver of this designated standard by the district's program office. Such a waiver will take into consideration the continuity, safety, and welfare of the department's clients, and is at the department's sole discretion.

c. Equipment

(1) The provider must comply with CFOP 140-8 and submit an equipment list as applicable to a specific provider's contract. The equipment required to perform the contracted services must be determined by the department and the provider and documented on the equipment list, if applicable. To ensure uniformity, safety, and quality of service to clients, any requests for equipment change must be presented in writing to the contract manager who will confer with the Adult

Services District Program staff, for approval at least ten (10) days prior to any proposed change.

(2) The provider must inventory all equipment acquired under this contract annually. The inventory list must be made available within seven (7) days upon receipt of written request by the contract manager. The provider must list the items of equipment on the equipment listing, **Exhibit B**, as applicable to the provider's contract for specific services.

4. Deliverables

a. Service Units

A service unit is an appropriate, distinct amount of given service, which may include, but is not limited to, an hour of direct service delivery; a meal; an episode of travel; or a twenty-four (24) hour period of Emergency Alert Response maintenance, as defined in CFOP 140-8, Community Care for Disabled Adults Operating Procedures. All service units, as well as their description, are listed in CFOP 140-8, Community Care for Disabled Adults Operating Procedures.

b. Records and Documentation

(1) Case management agency individual client files shall contain the following:

- (a) a completed Adult Services Client Assessment (not more than one (1) year old);
- (b) a District Program Office approved care plan (not more than one (1) year old);
- (c) a departmental release of information form;
- (d) a copy of a completed Client Information System (CIS) form;
- (e) documentation of the client's age, disability, and income;
- (f) a completed and scored copy of the Adult Services Screening for Consideration for Community Based Services; and
- (g) an ongoing, dynamic case narrative section.

(2) Providers shall maintain information on each client served by this contract, which includes the following:

- (a) documentation of the client by name or unique identifier;
- (b) current documentation of eligibility for services;
- (c) dates of service provision and service billing;
- (d) information documenting the client's need for service increase;
- (e) the number of service units provided; and

(f) all other forms or records necessary for program operation and reporting, as set forth by the department.

(3) Providers must ensure that all client records accurately match the invoices submitted for payment. Records must cross reference to each invoice for payment.

(4) Providers must maintain documentation necessary to facilitate monitoring and evaluation by the department.

(5) The case management provider must maintain documentation in the client's file that all comparable community services and funding sources have been explored and exhausted before using CCDA funding.

c. Reports

(1) Reporting requirements for this contract include **Exhibit C**, Monthly Cumulative Summary Reports. Districts will negotiate with the provider on specific submission requirement criteria for these reports.

(2) Providers of case management services agree to submit Monthly Cumulative Summary Reports, which include management program data (e.g., client identifiable data) to the department, according to negotiated instructions provided by the districts.

(3) In the event of early termination of this contract, the provider will submit the final Monthly Cumulative Summary Report within forty-five (45) days after the contract is terminated.

d. Reports Table

Report Title	Reporting Frequency	Report Date Due	Number of copies due	DCF Offices to receive report
Monthly Cumulative Summary Reports	Monthly	The 10 th of month immediately following the reporting period	2	Contract Manager & Program Office

5. Performance Specifications

a. Performance Measures

(1) 100 % of adults with disabilities receiving services will not be placed in a nursing home.

(2) Twenty qualified disabled adults (ages 18-59) will be provided

case management by the CCDA program.

(3) Twenty-one qualified disabled adults (ages 18-59) will receive daily living services from the CCDA and Aged and Disabled Adults (ADA) Medicaid Waiver Programs.

b. Description of Performance Measurement Terms

Placed – The result of an assessment of an individual who is no longer able to remain in his present place of residence. (To place a client involves preparation for and follow up of moving a client into a more restrictive alternative living environment).

c. Performance Evaluation Methodology

(1) Measuring Outcomes. The department will measure the outcomes found in paragraph B.5.a. above as follows:

(a) The outcome measurement contained in paragraph B.5.a. (1) above will be calculated by dividing the total, fiscal year-to-date number of clients in the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid waiver programs not transferred to a nursing home, by the total, fiscal year-to-date number of clients in the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid waiver programs.

(b) The outcome measurement contained in paragraph B.5.a. (2) above will be calculated as the total number clients actively receiving case management from the Community Care for Disabled Adults, Home Care for Disabled Adults, Cystic Fibrosis, and Medicaid waiver programs.

(c) The outcome measurement contained in paragraph B.5.a(3) above will be calculated as the total number clients actively receiving daily living services from the Community Care for Disabled Adults and the Medicaid waiver programs.

(2) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.

6. Provider Responsibilities

a. Direct Service Provider Unique Activities

(1) The provider will be required to use volunteers to the fullest extent feasible in the provision of services and program operations. The provider is required to

train, supervise, and appropriately support all volunteers with insurance coverage.

(2) The provider will maintain an accurate and current active caseload list.

(3) The provider will maintain a current monthly billing ledger of all provider claims submitted to the case management agency or Adult Services local office, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract.

(4) The provider will notify the Adult Services local office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract within two weeks immediately following identification of such action.

(5) The provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Services Screening conducted by department Adult Services staff.

(6) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

(b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.

(d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

(e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the

department available for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

b. Case Management Provider Unique Activities

(1) The case management provider will accept all District Program Office referrals through the Adult Services Program Office. The initial referral package to the case management provider will include the initial Adult Services Client Assessment (CF-AA 3019) and care plan completed by department staff and all required supporting documentation.

(2) The case management provider will complete all ongoing face-to-face assessments on all pre-screened individuals referred by the District Program Office for service consideration and program application, using the Adult Services Client Assessment, CF-AA 3019.

(3) The case management provider will maintain an accurate and current active caseload list.

(4) The CCDA case management provider will maintain a current monthly billing ledger of all provider claims submitted to the agency or the local Adult Services office, including all corrected claims and adjustments to claims for services that were delivered to consumers being served through this contract.

(5) The case management provider will notify the local Adult Services office of all service terminations, service increase requests and monthly expenditure trends with regards to the terms of this contract within two weeks immediately following identification of such action.

(6) The case management provider will explain to each individual requesting consideration for CCDA services that the program maintains a centralized Waiting List on which the individual will be placed according to his or her score received through an Adult Services Screening to be completed by an Adult Services counselor.

(7) If required by 45 CFR Parts 160, 162, and 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]:

(a) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this contract, state or federal law.

(b) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this contract or applicable law.

(c) The provider agrees to report to the department any use or disclosure of the information not provided for by this contract or applicable law.

(d) The provider hereby assures the department that if any PHI received from the department, or received by the provider on the department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.

(e) The provider agrees to make PHI available in accordance with 45 C.F.R. 164.524.

(f) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526.

(g) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528.

(h) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the department or created or received by the provider on behalf of the department available for purposes of determining the provider's compliance with these assurances.

(i) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the department, that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.

(j) A violation or breach of any of these assurances shall constitute a material breach of this contract.

c. Coordination with Other Providers/Entities

The case management provider must coordinate, as necessary, with the Agency for Persons with Disabilities, the Department of Children and Families, the Department of Education, the Department of Health, and the Florida Statewide Advocacy Council, to serve those clients who are eligible for services through two (2) or more service delivery continuums.

7. Departmental Responsibilities**a. Department Obligations**

- (1) The department will supply all new providers with a copy of the Community Care for Disabled Adults Operating Procedures, CFOP 140-8.
- (2) The department will provide CCDA technical assistance to the provider, relative to the negotiated terms of this contract and instructions for submission of required data.
- (3) The department will screen all clients referred for CCDA services and will complete the initial assessment and care plan for all new clients.

b. Department Determinations

Should a dispute arise, the department will make the final determination as to whether the contract terms are being fulfilled according to the contract specifications.

c. Monitoring Requirements

The provider will be monitored in accordance with existing departmental procedures (CFOP 75-8).

C. Method of Payment**1. Payment Clauses**

- a. This is a fixed price (unit cost) contract. The department shall pay the provider for the delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$N/A, subject to the availability of funds.
- b. The department shall make payments to the provider for the provision of services up to the maximum number of units of service at the rates shown below.
- c. The department agrees to pay for the service units at the unit price(s) and limits listed below.

Service Units	Unit Price	Maximum # of Units
Case Management	\$ 54.39	200
Personal Care	\$ 40.70	160
Homemaker Services	\$ 33.47	1,250
Home Delivered Meals	\$ 7.00	3,215

- d. The provider's dollar match for this contract is 10% of total contract expenditures..
- e. Cash or in kind resources may be used to meet this match requirement.

2. Invoice Requirements

The provider shall request payment through submission of a properly completed Invoice, **Exhibit D**, within 10 (ten) days following the end of the month for which payment is being requested. The

provider shall submit to the contract manager an original Invoice, **Exhibit D**, and no copies, along with supporting documentation. Payment due under this contract will be withheld until the department has confirmed delivery of negotiated services.

Payments may be authorized only for service units on the invoice which are in accordance with the above list and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

3. Supporting Documentation

a. It is expressly understood by the provider that any payment due the provider under the terms of this contract may be withheld pending the receipt and approval by the department of all financial and program reports due from the provider as a part of this contract and any adjustments thereto. Requests for payment, which cannot be documented with supporting evidence, will be returned to the provider upon inspection by the department.

b. The provider must maintain records documenting the total number of recipients and names (or unique identifiers) of recipients to whom services were provided and the dates the services were provided so that an audit trail documenting service provision can be maintained.

4. MyFloridaMarketPlace

This contract is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Chapter 60A-1.032(1)(e), Florida Administrative Code.

D. Special Provisions

1. Fees

a. The case management provider will collect fees for services provided according to Rule 65C-2.007, Florida Administrative Code.

b. No fees shall be assessed other than those established by the department. Fees collected in compliance with the department directives will be reinvested in a manner prescribed by the department.

2. Florida Statewide Advocacy Council

The provider agrees to allow properly identified members of the Florida Statewide Advocacy Council access to the facility or agency and the right to communicate with any client being served, as well as staff or volunteers who serve them in accordance with subsections 402.165(8) (a) & (b), Florida Statutes. Members of the Florida Statewide Advocacy Council shall be free to examine all records pertaining to any case unless legal prohibition exists to prevent disclosure of those records.

3. Non-Expendable Property

a. Non-expendable property is defined as tangible personal property of a nonconsumable nature that has an acquisition cost of \$1,000 or more per unit, and an expected useful life of at least one year; and hardback bound books that are not circulated to students or the general public, the value of cost of which is \$250 or more. Hardback books with a value or cost of \$25 or more should be classified as an OCO expenditure if they are circulated

to students or to the general public. The provider will use the Provider Inventory List, **Exhibit B** to report all capital assets purchased through funding provided by the Department for prior and current year contract.

b. All such property, purchased under this contract, shall be listed on the property records of the provider. Said listing shall include a description of the property, model number, manufacturer's serial number, funding source, information needed to calculate the federal and/or state share, date of acquisition, unit cost, property inventory number, and information on the location, use condition, transfer, replacement, or disposition of the property.

c. All such property, purchased under this contract, shall be inventoried annually, and an inventory report shall be submitted to the department along with the final expenditure report. A report of non-expendable property shall be submitted to the department along with the expenditure report for the period in which it was purchased.

d. Title (ownership) to all non-expendable property acquired with funds from this contract shall be vested in the department upon completion or termination of the contract.

e. At no time shall the provider dispose of non-expendable property purchased under this contract except with the permission of, and in accordance with instructions from the department.

f. A formal contract amendment is required prior to the purchase of any item of non-expendable property not specifically listed in the approved contract budget.

4. Morals Clause

The provider understands that performance under this contract involves the expenditure of public funds from both the state and federal governments, and that the acceptance of such funds obligates the provider to perform its services in accordance with the very highest standards of ethical and moral conduct. Public funds may not be used for purposes of lobbying, or for political contributions, or for any expense related to such activities, pursuant to Section I R of the Standard Contract of this contract. The provider understands that the Department is a public agency which is mandated to conduct business in the sunshine, pursuant to Florida Law, and that all issues relating to the business of the Department and the provider are public record and subject to full disclosure. The provider understands that attempting to exercise undue influence on the Department and its employees to allow deviation or variance from the terms of this contract other than negotiated, publicly disclosed amendment, is prohibited by the State of Florida. The provider's conduct is subject to all state and federal laws governing the conduct of entities engaged in the business of providing services to government.

5. Transportation Disadvantaged

The provider agrees to comply with the provisions of Chapter 427, Florida Statutes., Part I, Transportation Services, and Chapter 41-2, Florida Administrative Code, Commission for the Transportation Disadvantaged, if public funds provided under this contract will be used to transport clients.

6. Incident Reporting

The Provider is required to document all reportable incidents, as defined in the District 11 Uniform Incident Reporting Protocol for Incident Reporting and Client Risk Prevention For Critical and Non-Critical Incidents which is incorporated herein by reference.

For each critical incident occurring during the administration of its program, the Provider must, within 24 hours of the incident, complete and submit the District's approved Incident Report (**Exhibit E**) to the respective department program incident report liaison. It is the Provider's responsibility to use the most current District 11 approved incident report for this purpose. A copy of the incident report must also be placed in a central file marked "Confidential Incident Report". Dissemination of the report within the department will be the responsibility of the department's program incident report liaison.

Incidents that threaten the health, safety or welfare of any person or that place any person in imminent danger must be reported immediately to the department by telephonic contact. The information contained in the incident report is confidential. The dissemination, distribution or copying of the report is strictly prohibited, unless authorized by the Department.

7. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the provider. If automatic deduction is not possible, the provider shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), Florida Administrative Code. By submission of these reports and corresponding payments, provider certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

8. Contract Term

The department and the provider agree that this contract shall be for a one year term due to compliance concerns. If the provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed six months, for the provider to correct performance deficiencies. The six month period for the provider to come into compliance with current concerns will end on September 22, 2006. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuating or mitigating circumstances.



AS Screening for Consideration for Community-Based Programs

PART I

1. Name: _____

2. Address: _____

District/Region: _____

3. Phone: _____

4. Race: _____ Gender: _____ Age/DOB: _____

5. Marital Status: _____

6. Social Security Number: _____

7. Primary Language: _____

8. Medicaid ☐ Number: _____

11. Financial: (for Placement & Supportive Services only)

\$ _____ (SSDI)

\$ _____ (SSI)

\$ _____ (Workers Comp)

\$ _____ (Other)

\$ _____ (Other)

12. Other Essential Person(s): physician, family member(s), POA, guardian, caregiver (include address and phone number)

Emergency Contact (and phone): _____

13. Directions to Home (as needed): _____

14. Problem/Diagnosis: _____

15. How Long a Problem? _____ 16. Urgency of Need: _____

17. Services Requested: _____

18. Other Agencies Contacted for Help: _____

19. AS Counselor's Signature: _____ Date: _____

20. Disposition: ☐ Protective Intervention Placement ☐ Protective Intervention Supportive Services ☐ Short-Term Case Mgmt.
☐ Information & Referral ☐ CCDA Application ☐ ADA Medicaid Waiver Application ☐ HCDA Application
☐ CCDA Waiting List - Score _____ ☐ ADA Medicaid Waiver Waiting List - Score _____ ☐ HCDA Waiting List - Score _____

21. Due Process Pamphlet (CF/PI 140-43) Given/Mailed by: _____ Date: _____

22. Given to Supervisor for Review by: _____ Date: _____ 23. Reviewed/Approved by: _____ Date: _____

24. PART I sent to: _____ Date: _____ By: _____

25. Referred to AS Counselor/Case Manager: _____ Date: _____

PART II

FUNCTIONAL ASSESSMENT (ADLs AND IADLs)

26. Check sources of information used for FUNCTIONAL ASSESSMENT Section.

☐ Individual Requesting Services ☐ Other (specify): _____

27. Has individual requesting services had any ongoing problems with memory or confusion that **seriously interfere** with daily living activities?

Describe: _____

Indicate name and phone number of physician/other who is treating individual for memory/confusion problem(s):

(Address all questions to the individual requesting services if possible. The purpose of these questions is to determine actual ability to do various activities. Sometimes, caregivers help the individual with an item regardless of the person's ability. Ask enough questions to make sure the individual requesting services is telling you what he/she can or cannot do.)

Response Definitions:

No help: Individual can perform activity without assistance from another person.

Some help: Needs physical help, reminders or supervision during part of the activity.

Can't do it at all: Individual cannot complete activity without total physical assistance from another person.

Total Score: Add numbers from "Some help" and "Can't do it at all" columns to points given in question #33, and put sum in Total Score boxes.

ACTIVITIES OF DAILY LIVING (ADLs)

(Read all choices before taking answer)

Would you say that you need help from another person?
(Does not include assistance from devices)

0 = No help 2 = Some help 3 = Can't do it at all

Comments/Care Plan Implications:
(Include services, supplies, equipment, etc.)

28. Dressing (includes getting out clothes and putting them on and fastening them, and putting on shoes)	0	
29. Bathing (includes running the water, taking the bath or shower and washing all parts of the body including hair)	0	
30. Eating (includes eating, drinking from a cup and cutting foods)	0	
31. Transferring (includes getting in and out of a bed or chair)	0	
32. Toileting (independently includes adjusting clothing, getting to and on the toilet, and cleaning one's self. If accidents occur and person manages alone, count it as independent. If reminders are needed to clean up, change diapers, or use the toilet this counts as some help)	0	
33. Bladder/Bowel Control - How well can you control your bladder or bowel? -- Never have accident (0) -- Occasionally have accidents (2) Enter Score -- Often have accidents (3) -- Always have accidents (4)	0	
ADL Total Score (Total possible score = 19)	0	

INSTRUMENTAL ACTIVITIES OF DAILY LIVING (IADLs)

(Read all choices before taking answer)

Would you say that you need help from another person?

(Does not include assistance from devices)

0 = No help 1 = Some help 2 = Can't do it at all

Comments/Care Plan Implications:

(Include services, supplies, equipment, etc.)

34. Transportation Ability (includes using local transportation, paratransit, or driving to places beyond walking distance)	0	
35. Prepare Meals (includes preparing meals for yourself including sandwiches, cooked meals and TV dinners)	0	
36. Housekeeping (dusting, vacuuming, sweeping, laundry)	0	
IADL Total Score (Total possible score = 6)		0

SUPPORT AND SOCIAL RESOURCES OF INDIVIDUAL REQUESTING SERVICES (No Score for Questions 37-46)

37. Check source(s) of information used for this section.

☐ Individual Requesting Services ☐ Other (specify): _____

SERVICES/HELP	Yes	No	NOTES
Do you receive ...			
38. Personal Care Assistance (bathing, dressing, getting out of bed, toileting and eating)			
39. Housekeeping (laundry, cleaning, meals, etc)			
40. Transportation			
41. Shopping/Errands			
42. Personal Finances (money management)			
43. Services from a health professional such as an RN or Therapist?			
44. Adult Day Care			
45. Home delivered meals (Formal only)			
46. Any other kind of help (Specify)			

PART III - SCORING MATRIX

For items 1,2,3,4,5 and 6 in the scoring matrix below, enter the value (in parenthesis) following the question response which corresponds to the response obtained during the interview or through reviews. Example: If the answer was "yes" to the question "Is individual homebound?", a score of 1 point is placed on the line next to the answer line marked "Yes."
For item 7, enter the score for ADLs and IADLs from the screening form. For item 8, subtract 40 points if the individual interested in HCDA or CCDA services appears eligible or is receiving comparable services from other programs. See the Adult Services Waiting List Policy for Community-Based Programs for a definition/description of "comparable services."

Comments From Individual Requesting Services That May Result in Re-Adjustment of Score:

Total Score: Add and subtract (as appropriate) the individual scores for each item to determine the total score and place the score in the box marked Total Score.

Domain/Question	Score
1. Is individual requesting services a victim and at high risk of abuse, neglect, or exploitation based on Protective Investigator's report?	_____ Yes (4 pt.)
2. Is individual requesting services a victim and at intermediate risk of abuse, neglect, or exploitation based on Protective Investigator's Report?	_____ Yes (2 pt.)
3. Does individual live alone or is individual solely responsible for minor children (under the age of 12) in the home?	_____ Yes (1 pt.)
4. Is individual homebound? (See AS Screening for Consideration for Community-Based Programs INSTRUCTIONS for definition of homebound.)	_____ Yes (1 pt.)
5. Does individual have ongoing memory/confusion problems?	_____ Yes (2 pt.)
6. Is individual receiving SSI or SSD because of primary diagnosis of sensory impairment?	_____ Yes (3 pt.)
7. Functional Assessment: ADLs.....	<u> 0 </u> (enter ADL total score)
IADLs	<u> 0 </u> (enter IADL total score)
8. Support for Individual Requesting Services: Does individual currently receive help/services (formal/informal) in ADL or IADL deficit areas noted?	_____ No help (4 pt.) _____ Help is available but overall inadequate or changing, fragile or problematic (2 pt.) _____ Help is adequate overall in deficit areas (0 pt.)
For HCDA and CCDA Programs Only: Individual appears eligible or is receiving comparable services from other departmental programs, APD, or vocational rehabilitation. (Does not include AS programs – see waiting list policy for definition of "comparable services.") Specify program(s) to which individual is being referred for eligibility determination and steps taken to refer individual to other program(s). _____ Minus 40 pt.	

TOTAL SCORE
(Total Possible Score = -40 to +40)

CCDA	ADA MW	HCDA
<u> 0 </u>	<u> 0 </u>	<u> 0 </u>



Provider Inventory List (FY 2006-2007 and prior contract years)

List items over \$1,000 acquisition cost per unit; hardcover books costing over \$250

[illegible]

LEGEND

COLUMN NAME

Place a check mark here if item is found

 LOCATION | Physical address of the item |

PROPERTY # Number assigned for inventory purposes

SERIAL #	Hooper's serial number (not part number)	Description
1	1000000000	Repetition description such as IBM Corp

AQC. COST Cost actually paid including installation and accessories

CONTRACT	Number assigned to Contract
1844115	Major of the property

ACQ: DATE Date property was received

Condition of Property

Percentage of Federal participants

STATE %
Percentage of state participation

DISPOSAL DAT Date property was disposed

I, _____ (Name/Title) HEREBY CERTIFY THAT ALL PROPERTY INFORMATION CONTAINED HEREIN IS CORRECT AND THAT PROPER DOCUMENTATION CAN BE PROVIDED UPON REQUEST FROM THE CONTRACTOR.

Signature (Executive Director or Designee)

CONTRACT NUMBER:

PHONE



CCDA MONTHLY CUMULATIVE SUMMARY REPORT

REPORT MONTH _____
DCF DISTRICT/REGION _____
PROVIDER NAME: _____
ANNUAL ALLOCATION _____

PROVIDER BILLING FOR SERVICES DELIVERED TO DCF COMMUNITY CARE FOR DISABLED ADULTS CONSUMERS

	Recipient Name	ID #	CCDA Service Received (one line per service)	Date(s) of Service (by service)	Monthly # Units Billed (per service)	Cost Per Unit (by service)	Total Monthly Costs Billed (by service)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
TOTAL MONTHLY ALLOCATION							
EXPENDITURES							

Person Completing This Report _____
(Name and Position Title)

Date _____

REPORT DUE TO THE DISTRICT THE 15TH DAY OF THE MONTH
IMMEDIATELY FOLLOWING THE MONTH BEING REPORTED ON

Provider End Balance: _____

District/Region End Balance: _____

DEPARTMENT OF CHILDREN AND FAMILIES
ADULT SERVICES OFFICE
MONTHLY INVOICE

Exhibit D

PROVIDER FED. ID # _____

NAME AND MAILING ADDRESS OF PAYEE:

CONTRACT AMNT.: _____

REIMBURSEMENT YTD.: _____

CONTRACT BALANCE: _____

DATE: _____

CONTRACT#: _____

PERIOD OF SERVICE PROVISION: _____

NAME OF SERVICE OR DESCRIPTION OF MATERIALS	UNITS/ QUANTITY	AMOUNT PER UNIT/ EPISODE	TOTAL AMOUNT DUE

TOTAL MATCH REQUIRED
FOR CONTRACT: _____

TOTAL
PAYMENT
REQUESTED

	THIS MNTH.	YTD.
LOCAL CASH MATCH		
LOCAL IN-KIND		
TOTAL DEDUCTIONS		
REMAINING MATCH BALANCE		



SIGNATURE OF PREPARER _____ DATE COMPLETED _____

APPROVED BY _____ TITLE _____

*IF THIS INVOICE IS FOR A FIXED PRICE CONTRACT, THE REQUEST FOR PAYMENT WILL BE DETERMINED
BY DIVIDING THE LENGTH OF THE CONTRACT INTO THE CONTRACTED AMOUNT (EX. \$12,000[ALLOCATION] DIVIDED BY
12 MONTHS [THE LENGTH OF THE CONTRACT]= \$1,000 PAYMENT REQUEST) ON A COST REIMBURSEMENT CONTRACT
THE PAYMENT REQUEST WILL BE THE MONTHLY REQUEST EXPENSE.

CHILDREN AND FAMILIES USE ONLY

DATE INV. RCD. _____

APPROVED BY: _____ DATE _____

ORG	EO	OBJ	DESC.	AMNT.	OCA	



Florida Department of

**CHILDREN
& FAMILIES**

District Tracking Number (for CRITICAL incidents)

11,66 (COL), 59
(SFETC)

YEAR

Sequence Code
Check if CLOSED

Program Code (AS, DA, DD, ESS, FS), MH, SA

DISTRICT 11 INCIDENT REPORT**Exhibit E**(Critical incidents must be reported to District Administrator within 24 hours of notification.) CHECK IF CRITICAL ☐**CONFIDENTIAL**

WARNING: The information contained in this report is confidential. You are hereby notified that dissemination, distribution, or copying of this document is strictly prohibited, unless authorized by the Department of Children & Families.

I. IDENTIFYING INFORMATION

Reporting Party Phone #: _____ Date of Incident ____/____/____ Time of Incident _____

Reporting Party Name _____

District Program Area: _____ Specific Program: _____ DCF Unit # _____

Please respond to one of the following as appropriate.

a. Contract Provider Name _____ Contract Facility Name (if appropriate) _____

b. Foster Home Name _____ c. DS Home Name _____

d. DCF Facility Name _____ e. Other Name _____

Is this a licensed facility? ☐ Yes ☐ No ☐ Don't know.

Specific location/address where incident occurred: _____

II. TYPE OF INCIDENT

Check one box only.

1. ☐ Abuse/Neglect/Exploitation2. ☐ Altercation3. ☐ Bomb Threat4. ☐ Client Injury ☐ Illness5. ☐ Client Death6. ☐ Contraband ☐ Drugs7. ☐ Elopement8. ☐ Escape9. ☐ Media Coverage10. ☐ Misconduct ☐ Criminal Activity11. ☐ Sexual Battery12. ☐ Suicide Attempt13. ☐ Theft ☐ Vandalism ☐ Damage ☐ Sabotage14. ☐ Other Incidents _____15. ☐ Non-Critical Other _____**III. PARTICIPANT(S) WITNESS(ES) (if applicable)**

FIRST Name	LAST Name	Add SS# if employee or client is a participant	Birth Date	Race	Gender	Client	Employee	Participant	Witness
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	____/____/____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. DESCRIPTION OF INCIDENT

Give Detailed Account - (Who, What, When, Where, Why, How) - Add Pages If Necessary

CONFIDENTIAL

V. CORRECTIVE ACTION AND FOLLOW UP

Immediate corrective action taken _____

Is follow-up action needed? NO ☐

YES ☐

If yes, specify: _____

CONFIDENTIAL

VI. INDIVIDUALS NOTIFIED

EXTERNAL NOTIFICATION					
Agency Notified	Person Contacted	Status	Date/Time	Called	Copy
Abuse Registry 1-800-962-2873	Name _____ ID# _____	Report Accepted Yes <input type="checkbox"/> No <input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Agency for Health Care Administration	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Law Enforcement-Department _____	Officer's Name _____ Badge # _____ Case # (if avail) _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian/ Family Member Name	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
Other (Please Specify)	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>
DCF (for providers only)	Name: _____	N/A		<input type="checkbox"/>	<input type="checkbox"/>

VII. REVIEW AND SIGNATURES

	NAME	SIGNATURE	TITLE	PHONE #	DATE
REPORTING EMPLOYEE					__/__/__
SUPERVISOR					__/__/__

DCF INTERNAL NOTIFICATION

Individual/Agency Notified	Date/Time	Called	Copy	Individual/Agency Notified	Date/Time	Called	Copy
Client Relations		<input type="checkbox"/>	<input type="checkbox"/>	Employee Safety Program		<input type="checkbox"/>	<input type="checkbox"/>
District Administrator		<input type="checkbox"/>	<input type="checkbox"/>	Florida Local Advocacy Committee		<input type="checkbox"/>	<input type="checkbox"/>
Division Director/ Facility Director		<input type="checkbox"/>	<input type="checkbox"/>	H.R. Workers' Compensation Coordinator (employee related incidents only)		<input type="checkbox"/>	<input type="checkbox"/>
District Legal Counsel		<input type="checkbox"/>	<input type="checkbox"/>	Program Office/Risk Manager		<input type="checkbox"/>	<input type="checkbox"/>
DS Support Coordinator/Case Manager		<input type="checkbox"/>	<input type="checkbox"/>	Others – (Please specify) _____		<input type="checkbox"/>	<input type="checkbox"/>
EEOC		<input type="checkbox"/>	<input type="checkbox"/>	Contract Manager			

VIII. DCF REVIEW AND SIGNATURES

	NAME	SIGNATURE	TITLE	PHONE #	DATE
IR Liaison Review: Initial if complete.					__/__/__
ADMINISTRATOR / ON CALL MANAGER					__/__/__
DIVISION DIRECTOR/ FACILITY DIRECTOR					__/__/__

ATTACHMENT I I

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (2 copies)
- B. Department of Children & Families
Office of the Inspector General, Provider Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
- C. Copies of the reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Auditing Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.